

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA
RENO, NEVADA

MOHINDER SINGH,)	3:10-cv-00567-ECR-RAM
)	
Plaintiffs,)	<u>Order</u>
)	
vs.)	
)	
REX REED, et. al.,)	
)	
Defendants.)	
)	
)	

On September 16, 2011, the Magistrate Judge filed a Report and Recommendation (#44) recommending that Defendants' Motion to Enforce the Settlement Agreement (#32) be granted, and Defendants' Motion to Dismiss (#24) and Plaintiff's Motion for Leave to File Amended Complaint (#35) therefore be denied as moot. The Magistrate Judge found that the parties entered into a complete settlement agreement in accord with general contract principles. Plaintiff filed an objection (#47) to the Report and Recommendation (#44), arguing that there was never a meeting of the minds and a condition precedent to the settlement never occurred. However, we agree with the Magistrate Judge that Plaintiff's letter to counsel for Defendants stating that he was willing to accept the proposed settlement and directing Defendants to draft the necessary documents constituted an unambiguous acceptance of Defendants' counteroffer and therefore formed an enforceable contract between the parties. The Report and

1 Recommendation (#44) is well-taken, and is therefore **APPROVED AND**
2 **ADOPTED**. Defendants' Motion to Enforce the Settlement Agreement (#32)
3 is **GRANTED**, and Defendants' Motion to Dismiss (#24) and Plaintiff's
4 Motion for Leave to File Amended Complaint (#35) are **DENIED** as moot.

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6 The Clerk shall enter judgment accordingly.

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9 DATED: January 5, 2012.

10 
11 UNITED STATES DISTRICT JUDGE